

When recorded, return to:

Department of Design, Construction and Land Use  
700 5th Avenue, Suite 2000  
Seattle, WA 98104-5070

Document Title(s) (or transactions contained therein):

1. Covenant consenting to formation of a local improvement district
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:  
(on page \_\_\_\_\_ of document(s))

Grantor(s) (Last name first, then first name and initials)

- 1.
- 2.

Grantee(s) (Last name first, then first name and initials)

1. City of Seattle
- 2.

Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page \_\_\_\_\_ of document

Assessor's Property Tax Parcel/Account Number

The Auditor/Recorder will rely on the information provided on document to verify the accuracy or completeness of the indexing information provided herein.

## Covenant Consenting to Formation of a Local Improvement District

WHEREAS, \_\_\_\_\_  
Hereinafter referred to as "Owner", owns certain property within the City of Seattle legally described as follows:

WHEREAS, Owner has applied for a permit(s) from the City of Seattle which will require, as a condition of approval of the permit(s), either that certain improvements be made to public rights of way or, in lieu of making the improvements, that the Owner execute a covenant consenting to the formation of a local improvement district for the improvement of such rights of way;

WHEREAS, Owner has agreed to execute a covenant consenting to the formation of such a local improvement district in lieu of completing the improvements to the public rights of way adjacent to Owner's property;

NOW THEREFORE, as a condition of issuance of applicable City permit(s) pursuant to Title 23 of the Seattle Municipal Code and in lieu of constructing certain public right of way improvements, Owner consents to the formation of a local improvement district, hereafter formed by the City or other property owners for the improvement of the following right(s) of way or portions thereof:

Indicate Rights of Way \_\_\_\_\_  
\_\_\_\_\_

Site Address \_\_\_\_\_

Project # \_\_\_\_\_

Improvements which may be provided include:

The installation of all public facilities required to improve the street or alley to City design standards including grading, drainage, pavement, curb/gutter, sidewalk, street lights, traffic signals, street trees and other necessary appurtenances. Such street or alley for improvements shall not be limited to the half street or alley abutting the property for example, where no permanent street or alley improvements exists, the street or alley improvement shall be extended beyond the centerline a sufficient distance (10 foot minimum) to permit safe movement of traffic.

Owner specifically waives his or her right to protest formation of a local improvement district under RCW 35.43.180.

This Covenant waives legal protest only to formation of a local improvement district and does not affect Owner's rights to comment upon proposed public improvements or object to the owner's individual assessment therefor.

The City shall deliver a signed release of this Covenant to Owner after completion of public improvements as described above and after transmittal of the final assessment roll to King County.

This Covenant shall be a covenant touching, concerning and running with the land and shall be binding on Owner's heirs, assigns and successors in interest; however, in no event shall this Covenant be valid and binding after expiration often (10) years after the date of its execution.

IN WITNESS WHEREOF, Owner(s) has hereunto executed this Covenant this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year).

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
BY:

Its:

\_\_\_\_\_  
BY:

Its:

DECLARATION:

Know all people by these presents that we the undersigned, owner(s) in fee simple [and contract purchasers(s)} of the land herein described do hereby consent to a covenant forming a local improvement district, and that said covenant is made with the free consent and in accordance with the desire of the owner(s).

In Witness whereof we have set our hands and seals.

NAME \_\_\_\_\_ NAME \_\_\_\_\_

STATE OF WASHINGTON,)
)ss.

County of \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_
to me known to be the \_\_\_\_\_ of \_\_\_\_\_ the
Corporation that executed the within and foregoing instrument and acknowledged the said
instrument to be the free and voluntary act and deed of said Corporation, for the uses and
purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute the said
instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINT NAME: \_\_\_\_\_
NOTARY PUBLIC in and for the
State of Washington, residing
at \_\_\_\_\_
Commission Expires \_\_\_\_\_

DECLARATION:

Know all people by these presents that we the undersigned, owner(s) in fee simple [and contract purchasers(s)} of the land herein described do hereby consent to a covenant forming a local improvement district, and that said covenant is made with the free consent and in accordance with the desire of the owner(s).

In Witness whereof we have set our hands and seals.

NAME \_\_\_\_\_ NAME \_\_\_\_\_

STATE OF WASHINGTON,)
)ss.

County of \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_
to me known to be the individual(s) that executed the within and foregoing instrument and
acknowledged the said instrument to be the free and voluntary act and deed of said individuals, for
the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute
the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINT NAME: \_\_\_\_\_
NOTARY PUBLIC in and for the
State of Washington, residing
at \_\_\_\_\_
Commission Expires \_\_\_\_\_